CRANSTON SCHOOL COMMITTEE MEETING
WEDNESDAY, AUGUST 17, 2011
HOPE HIGHLANDS ELEMENTARY SCHOOL
300 HOPE ROAD, CRANSTON, RI
EXECUTIVE SESSION: 4:30 P.M.
IMMEDIATELY FOLLOWED BY PUBLIC MEETING

MINUTES

A Special Meeting of the Cranston School Committee was held on the evening of the above date at Hope Highlands Elementary School with the following members present: Chairperson lannazzi, Mrs. Ruggieri, Mr. Traficante, Mr. Bloom, Mr. Lombardi, Mrs. McFarland and Mrs. Culhane.

This meeting was called to order at 4:30 p.m. It was moved by Mrs. Ruggieri and seconded by Mr. Bloom and unanimously carried that the members convene to Executive Session pursuant to RI State Laws PL 42-46-5(a)(1) Personnel; (Teacher termination hearing); (Discussion of Superintendent's Evaluation); PL 42-46-5(a)(2) Collective Bargaining and Litigation (Contract Negotiations' Update – Bus Drivers / Trades People / Mechanics, Custodians); (Teacher Negotiations; Teacher Assistants/Technical Assistants/Bus Aides Negotiations), (Secretary Negotiations); (Consideration of litigation options and legal options regarding status of aid to education appropriation and legal advice relating to the same).

Call to Order – Public Session was called to order at 6:30 p.m. The Pledge of Allegiance was conducted and the roll was called. A quorum was present. No votes were taken in Executive Session.

Executive Session Minutes Sealed – August 9 and 17, 2011. A motion to seal the minutes from these two Executive Sessions was made by Mr. Lombardi and seconded by Mr. Bloom. The roll was called on both dates; all were in favor.

Public Acknowledgements/Communications
There were none.

A motion was made by Mr. Lombardi, seconded by Mrs. Ruggieri, and unanimously carried to take Resolution No. 11-8-01 out of order.

ADMINISTRATION

PERSONNEL

NO. 11-8-01 – RESOLVED, that at the recommendation of the Superintendent, the retirement(s) of the following non-certified personnel be accepted:

Pia Vartabedian, Secretary

Cranston East

Effective Date...August 16, 2011

Linda Russian, Secretary

Cranston West

Effective Date...August 16, 2011

A motion was moved by Mr. Lombardi, seconded by Mrs. Culhane to accept the Resolution No. 11-8-01. The roll was called; all were in favor.

Superintendent's Communications

Superintendent Nero

I just wanted to congratulate Linda and Pia for their many, many valuable years of service.

School Committee Communications

None at this time.

At this time, Chairperson lannazzi introduced the team from Rhode Island Department of Education to make a short presentation and to speak on a report on "Statewide Efficiencies and the Cranston School Department". At which point Ms. lannazzi will turn the chair over to Mr. Lombardi and he will also entertain Resolution No. 11-8-02 and there will be questions to the committee of the RIDE Team.

Mr. Lombardi

Ms. Dias, Ms. Bessette and Ms. Brown, we welcome you and as they say the floor is yours.

Carolyn Dias – RIDE – Chief of Operations – (See hand out attached) At this time, a packet containing the Report was passed out. She noted that RIDE had done a tremendous amount of work in this district to point out opportunities to explore new ideas. I want to talk to you about our budget which is \$1.2 billion. We worked very closely with Joe Balducci from your district and many other districts on the funding formula. Our agency had 12 auditors in our office last November, with the ARRA Funding. We are constantly being reviewed by US Federal Auditors and our recommendations have been minimal. We are very proud of that and we have a lot of credibility across the government and have one of the best run departments whether it be through the budget or the financing. At this time Ms. Dias reviewed the Power Point; stating that they are not reporting any conclusions with any of this data. All it does is allows you to ask questions. It is compared to the State-wide average. Please see attachment.

Mr. Lombardi

In regards to part of the report "CPS 2010-2011 Reported Data Statewide Facilities Assessment", are you saying that there is additional room for 1000 students and additional room for 605 students respectfully? Ms. Dias: Based on the data that we received from Cranston, that's what is being published in the fall so we wanted to make sure that it is right. A lengthy discussion ensued between Ms. Dias and Mrs. McFarland.

Cynthia Brown - Sr. Finance Officer - Data & Analysis

The numbers are intended to give you information so that you can go back; analyze your facilities and make a determination. What we intended to do is lay all this out for you in this report; you could go back and take a closer look as to "are you using your facilities to full capacity or do you have room."

Mrs. McFarland

We had a committee that already did that. Cranston already did that; we're already ahead of you.

Mr. Nero

Our audit, at the time after the Caruolo action, shows that moving the grade 6 was a very smart move. We had auditors in every single class in the City in every school. I'm not too sure about your numbers.

Mr. Lombardi

Could we produce what you sent to Dave Abbott a year ago and provide that to Ms. Dias so that we can update this because apparently there's a breakdown of communication at RIDE. If Mr. Abbott has it then why don't you have it. Ms. Brown: That very well may be true that we have it. This report is not coming from there, it's coming from forms that the District completes once a year to update data and is required to be sent in. Perhaps when those reports came

into us they didn't record that report. Mr. Lombardi: Well you can judge by our reaction that we vehemently disagree with those numbers and I think it's imperative that Mr. Nero get to you what Mr. Abbott had a year ago. Ms. Brown: We'll take the report that we received to build this and we'll send it as well to Mr. Nero. Ms. Dias: We send templates out to school districts to fill in the data; whatever data came in didn't reflect what was in Superintendent Nero's report. We're using a form that we got from the district. discussion ensued. Mrs. Ruggieri asked if they had the forms that were sent also when you are looking at enrollment and capacity in a school, what are you actually looking at. They answered that they do not have them with them; however, will send them to us. They also noted that the district is also reporting that capacity to them and they are reporting the enrollment. This is just telling you what was reported to us and by school.

Mrs. Culhane

I was part of, along with Mr. Traficante and Dr. Lundsten, the Redistricting Committee and we met around five times in five or six months along with members of the community and even a couple of students and the numbers that we have (the report is on the website) are clearly not like these numbers you have here. I know for a fact that our numbers don't reflect your sheets. I think we should all provide what we have and go over the facts and the reports.

Mr. Lombardi

Mr. Nero, I ask that you cc us or send by way of our update, what you received from RIDE and what we sent to RIDE because I am particularly curious about the 1050 students in the middle school. I'd like to see where those excesses are. Quite frankly, it's impossible. I'd like to see them both in our packet.

Mr. Bloom

Some of this I think is also that this is not presented in an accurate manner. If you do the math, we have 17 elementary schools each with 13 classes; we have one kindergarten and two for each of the other grades. That's a total of 13. You multiply 17 X 13 and that's 221 which really means that what you're presenting is potential excess capacity. It's only three kids per grade class which is not excess capacity because it's going to vary all over. This isn't excess capacity; as a matter of fact we need this in order to be able to manage classroom sizes. This is really misleading information when it says that there's excess capacity.

The conclusion is there are three kids of available space in any class. That's not excess capacity. That means that if enrollment increases in one grade then we can accommodate them. If they're not there, there is no extra place to put a kid in the school. This is a misleading report. What you should be looking at is the number of classrooms available not how many extra kids could be stuffed into a building; because we're not going to be busing children all the way across town; that doesn't save any money.

At this time, Ms. Dias continued to go over the report; noting that the

funding formula defines what the City should be spending on the basic education.

Superintendent Nero spoke on the court decision and the fact that the Mayor is not going to offer more money; which he stated at the Board of Regents. He noted that they are not going to fund us beyond what they are going to give us.

Mr. Lombardi

If the Mayor were listening tonight and listening to you and your wonderful presentation, he would be saying that, aside from all this, he's not going to look at the per pupil...he's not going to analyze it per pupil cost and what we've eliminated. He's going take out of this that suddenly we have a middle school that has room for 1000 more students and we're over spending. So, I'm not faulting your report but I'm troubled because unfortunately this group; the seven of us have taken it on the chin a little bit too much the last few years. I hope and I pray that these meetings become more public and open discourse with folks like you and folks like members of our bargaining units and Central Administration and our elected officials come here (members of the Council). We'd love to see them come here. Unfortunately we don't have that.

Ms. Dias

I want to reiterate one thing that....Rhode Island Department of Education is on the side of the schools. The tools that we are putting out there are really to provide support for you to have these conversations. The data that we have, again, is the best data we have available that's coming from our districts. The last thing we want to do is put misleading information on there that is going to hurt the schools so let's get the data right but again, it's only going to be as good in some areas as what we get from you. The Auditor General is the one that sets up all of these rules that has required the independent audit to make sure that, what Mr. Nero said, the districts are categorizing the finances directly, which is so important. These reports are public, as Mr. Lombardi has said.

Superintendent Nero

Right now with UCOA, we're still shifting accounts around; it is a work in progress. Mr. Balducci agreed that this is a work in progress and we are still working with RIDE. He noted that they are fielding any mis-calculations. A lengthy discussion ensued.

Mr. Lombardi

I would love for you to circulate an e-mail to our Mayor and say just what you said. Because it would go and perhaps it may be listened to. I don't know. Let me clarify, you use the word misleading...I didn't imply that you were misleading the public. I think there's a lack of communication or mutual understanding of what the numbers are.

Mrs. Ruggieri

On the outliers expenditures in Cranston operations for services,

what does that actually detail?

Ms. Dias

That is HR budgeting and calculating. A discussion ensued.

Ms. Brown

You can see that online right now. It's going to be anything that has type code location on it that begins with an 02 for the location code and I'm sure Joe Balducci could run that for you right out of your system. Mr. Nero pointed out that Warwick is not online.

Mr. Bloom

Perhaps you can help us with a related issue. As you know, the Mayor has presented a fiscal impact statement in regards to the Mayoral Academy citing information from RIDE's website on the additional monies that are going to be coming to Cranston under the Rhode Island Funding Formula. Those numbers are different from what we had before. We have tried to obtain additional information as to why they are different. When we crafted our budget for 2010-11, we were under the impression that over the seven years that amount that had been published by RIDE, was about \$10.5 million. It's now \$16.4 million and that is a significant difference and it is going to have significant impact on the discussion that this City is going to have. We need more than just a number. We need to know how those

numbers were developed and I was hoping......

Ms. Dias

The funding formula has about maybe 4-5 critical numbers. Every time something changes, it changes that number.

Mr. Bloom:

Can you send to Mr. Balducci, this week, how all of those numbers were calculated in detail for the information that's on the website?

Ms. Dias noted that they can go back and look at that for us.

Mr. Bloom pointed out that it's the 2013, 14, 15, 16, 17, and 18 where we're going to see huge differences in terms of what was originally projected......the number for 2012 which the Mayor has cited here which is from RIDE's website is \$700,000, \$800,000 and the Mayor's number and the RIDE number on the website is \$700,000-\$800,000 higher than the number that was just approved by the General Assembly. That could, however, be a timing difference in terms ofbut more importantly, the number you have developed for 2012 is amortized over 7 years so the fact that there's a \$700,000 - \$800,000 difference in your one grows to a \$5 - \$6 million difference seven years out. Please send this information we've discussed to Mr. Balducci. We need it by Friday. We have a special meeting scheduled with the City Council on the 29th.

Ms. Iannazzi passed the floor to Mr. Lombardi to discuss the subject matter of the Transportation Presentation by Ms. Dias.

Mr. Lombardi

What we're going to do is we will let you make your presentation on Transportation. We'll take up the resolution that we have on transportation, open it for discussion and then that discussion will include, among other things, questions for Ms. Dias.

Please see Transportation section of the hand out by RIDE (on file in Superintendent's office)

Ms. Dias reviewed the Power Point and her hand out on the Transportation section of the hand out noting that there were concerns when they first started the State-wide Program here in Cranston. They did three independent studies and our audit showed savings from the previous year of \$392,000. A lengthy discussion ensued. It was noted that right now, we can take three buses off the road.

Mr. Lombardi

Before we put it up to discussion, I would like to ask if there are: Members of the Public (Agenda Matters Only)

Arthur Jordan, 35 Lincoln Park Ave.

I would just like to comment on..when I look at the presentation, when she says there would have been complaints with the quality of service in Cranston was so much better since the State-wide program. I represent the bus drivers here and when you took this program and went to the State-wide program, my phone rang off the hook. My cell and my personal phone because they still believe they were school department employees. Car pools began to increase. People with impeccable reputations, and I could fill this place with 30 people, were complaining about the services and that they were horrible. They were picking them up at the wrong stops and dropping them off at the wrong place; not picking them up at all; late for school every single day, etc. So to say the services were better; they were absolutely not. When you look at saving \$746,000 on new buses, when you look at that savings did you take off the new buses or the repair costs of these. There are a lot of hidden things about this State-wide program that I don't think it is such a great opportunity for saving money. I can tell you the services definitely were depleting. That's not just me getting the story; it's a fact and it's still a fact because you were here at the last meeting and those were not people that Arthur Jordan went out and found; they found me. They couldn't wait to come and tell you about the dissatisfaction of the State-wide program.

There being no further speakers on agenda items only, a motion was made on Resolution No. 11-8-02 by Mrs. McFarland, seconded by Mrs. Ruggieri. Discussion:

Mrs. Ruggieri

There are complaints. I actually had the pleasure of serving on the

Special Education Parent Advisory Board. I sent out, by e-mail, letting them know about concerns with the representatives. Several concerns were the constant lateness two years into transporting those kids. Some of these children are late every day. The issues of lateness continue to go on. These complaints are from parents. Meeting Street school is one of the complaintents so if you want to check with Meeting Street School to check for records of bus time going back and forth, please do. In addition, we have students who no longer use the transportation taking them to the non-public schools because they were constantly late. They have gotten into car pooling so now parents that used to use the Cranston Public Schools transportation to get their children to school are now relying on each other to transport their children. I don't know if you realize that this is In addition, right now we have one day where our schools are canceled because our bus yard was flooded. There were no safety issues for any of the kids other than the fact that our buses were unable to run that day. However, State-wide transportation would not pick up Cranston students to go to school that day because they claimed it was a safety issue. School was canceled only for our students because our buses weren't running. There were no other issues; it wasn't weather related. In addition, when the notification process for school cancellations..it was very difficult because there's multiple school districts being transported on one bus run. If Johnston might be running a two hour delay and Cranston is only running a one hour delay, as a parent, I have to find out what each school district that is running on my child's bus is doing for that

day. That doesn't seem to be a very efficient system. So, I had several suggestions from parents that you work on the efficiency for State-wide transportation. There is poor communication with parents and the people are rude. They don't call back. I am hearing from parents that are trying to deal with your staff. I also had administrators that said there was no follow-up on requests from administrators or parents regarding transportation start date, time, confirmation of requests or other information related to follow up. There are aides on the buses who are not trained.

However, whoever had the summer runs this year, they were fabulous bus drivers and fabulous aides. That is a positive note. A question that came up was we had an increase in our costs this year for about \$82,000.

Ms. Dias

It could have been that they were transporting more than original... it would go up. Also, if those students chose not to ride, you don't have to pay for them.

Mrs. Ruggieri noted that there was some question about the use of large buses vs. small buses and the nursing staff on buses and the efficiency of that.

A lengthy question and answer period occurred between the School Committee and the R.I.D.E. team.

Mrs. Ruggieri

You were given so much data and information from so many different sources regarding all of the specifics of our children, down to the child, what was needed for each child and the services that each child needed on each bus. I saw the data. I know that you met with Joel and several other people to get all this information. I don't think that what happened in the beginning was that that data was actually used.

But it was certainly given to you. I sat through meeting upon meeting and we went through a lot of that data and what happened was you were not included at the time, i.e. the nurses, the behavioral techs and the aides that were put on those buses. This is actually going back; I sent e-mails to your office and I actually have the original folder from the meeting that I attended and I took notes. I sent questions to your office; I had to call your office every day for two weeks before I got answers to my questions. One of the issues was the difference in cost was not given to us, i.e. nurses, aides, etc.; that has to be adjusted. At the time, information that you were given by Joel and by Deb and Cheryl Coogan....and then there were all different things going on. But you were given this information.

Ms. Dias

There were two sets of data that we were working on. One was the student data, i.e., who were the kids, their names, where do they live and where do they need to go. That's what I was given. I couldn't follow this data. So we said that we would take someone, Joe Balducci, sat in his office with experts going in. This was done three

times; we went and validated that. In the meantime, I got more information from 28 districts. I've never seen information come the way it came. It came in spurts. The documentation wasn'twe even went in and looked at it with your staff. We do try hard to make sure that we gave an accurate number.

Mr. Lombardi

When you first started the presentation on the Transportation Dept. you said the implication was all there. To me, it seems that your implication was that we gave you no data. Now I'm hearing you say we gave you too much data. We have here the transportation guru in Cranston and we have the financial guru in Cranston. They are here so please tell us which one didn't do their job.

Ms. Dias

First and foremost I want to make sure that this was months ago. I think that there was some push back on sharing the information. It was asked by which side. A lengthy discussion ensued.

Mr. Lombardi

I'm concerned. We're making a public record which is for the public to read in our minutes. This committee can never be accused of failing to do its due diligence. Immediate information was that we gave you the documents; then when Mrs. Ruggieri asked you a question, you said that there was so much data that you couldn't make any sense of it. That's why I'm confused.

Ms. Dias

When this program was initially started we had the legislature knocking on our door. So we had to collect the data from the schools. We reached out to the schools. The initial request and the initial information that we got from Cranston was not as complete as the other districts. When we went back...it's not that the person wasn't doing what they were supposed to do. When we continued to work with the district and work with Joe and Joel continued to work with us, we actually started getting more and more data coming in. Then we tried getting it from the Special Ed Department and we got information from them. I just think that it wasn't as assessable or available the time we got it.

At this time, Mr. Zisserson asked to speak.

Mr. Zisserson

With all due respect, when you came to Cranston and I was working with Paul Larson and we met a number of times; we found that they were taking LaSall, BayView, non-public and mixing with the Special needs kids. You bit off more than you could chew. Paul even said it to me. You were trying to match Johnston, Cranston and there was another community and you ended up using a lot more buses the way you split my City. The other community runs increased our costs.

That's what happened. Any information...Paul used to call me and ask me how I did this, that, and the other thing. It's not that I'm a guru; it's just that we've done it so many years. The Superintendent of Schools at the time, Rick Scherza, ...I told him not to do this. It was going to cost the district more money. But for whatever reasons he did it.

Stephanie Culhane

I'm trying to shine the light on something here and we are aware of a lot of issues. I hope that you are aware of the process we have to follow which is State Law. You say you don't know what we're doing but you do. What about phone calls. And to call my colleagues liars or me or anyone of us liars! I have nothing against you or the Department of Ed; however, we've had to cut music, Sports, etc. I did this and I have to take ownership. I don't make excuses, etc. So, maybe you (RIDE) did mess up. We're constantly hearing how awful Cranston Public Schools are from the commissioner. The Commissioner's report is read as saying that we have not responded. I have not received any communication. There were two letters we responded to by the Chairperson and by the Superintendent. I don't know where those letters are that the commissioner is referring to. I'd just like the department to admit ownership at this time to mistakes made.

Ms. Dias

I think we did mention that we definitely had problems. We went into

the busing business and not always sure where we sit with the busing. It's not always a perfect day. We have to agree to disagree on a couple of issues. We believe and stand behind the independent audit that we did with Joe Balducci and the Superintendent on expenditures. I did not want to discredit or call anybody a liar. It's hard for me to believe that those complaints are out there. As far as the commissioner, I wasn't at that meeting but I do know we can split hairs, and I do know that she maybe sent a letter to the Superintendent with a cc to the School Committee. I'm not sure what she is referring to.

After much discussion, Ms. lannazzi stated that this committee would appreciate a correction on that from the commissioner or her retracting that statement.

Mr. Nero

Just so you know, I did recommend to the School Committee that we go with Aramark.

Also discussed at length is the issue with bargaining in good faith.

- The commissioner's letter and the response the Superintendent made
- The outcome of the transportation issue when Mr. Scherza was Superintendent
- The problems we did have with privatization of transportation last school year

- Mrs. McFarland questioned in reference to this being a public document/public agreement
- Mrs. McFarland noted that RIDE re-do the power point presentation claiming that we have extra space in the schools.
- Also discussed was the letter of July 20th clearly serving as a persuasive memorandum from the commissioner to piggy back.
- Mrs. Ruggieri spoke and asked questions regarding the section of our increases and expenditures added on and the money that was going to be saved by using less buses. Have they found in their community that they are actually using fewer buses? Ms. Dias answered by stating that that is how they are saving; the only way they can do this is by taking buses off the road. A discussion ensued.

Mr. Lombardi

At this time, I am requesting that you send the committee a copy of the letter that was discussed that they sent, provide us with a reconciliation statement of the funding, and change the data on the projection sheets with respect to K-6 and 7-8. We would also like to provide to you reports of complaints we've received in regards to the transportation from 2010-2011 school year.

NO. 11-8-02 – Be it resolved, that the Extension Agreement between the Cranston School Committee and the Rhode Island Laborers' District Council on behalf of Local Union 1322 of the Laborers' International Union of North America, AFL-CIO, be approved. (Fiscal Impact Analysis and Final Extension Agreement attached).

A motion was made by Mrs. McFarland to table above Resolution No.

11-8-02, seconded by Mrs. Culhane. The roll was called:

Mr. Bloom Yes Mrs. Culhane Yes

Mr. Lombardi Yes Mrs. McFarland Yes

Mrs. Ruggieri Yes Mr. Traficante Recuse

Ms. lannazzi Recuse

New Business

There was none.

Announcement of Future Meetings – August 22, 2011 and September 7, 2011 (regarding transportation)

Mr. Lombardi

I'd like to thank the members of R.I.D.E. for their presentation

Adjournment

A motion to adjourn was made by Mrs. Culhane and seconded by Mr.

Bloom. All were in favor. The meeting adjourned at 9:25 p.m.

Respectfully submitted,

Frank S. Lombardi
School Committee Clerk

CRANSTON PUBLIC SCHOOLS
FISCAL IMPACT STATEMENT
BUS DRIVERS
2011 - 2013

CATEGORY 2011-2012 2012-2013

RAISE (A) 0 0
STEPS (FREEZE) 40,383 84,843
NON-CERTIFIED PENSION 2,383 13,202
LABORERS PENSION (B) 5,143 6,172
FICA 2,504 5,260
MEDICARE 586 1,230
INCREASE IN COST-SHARING (C) 102,883 150,469

PLAN DESIGN CHANGES (D) 26,795 32,154
ELIMINATION OF HOLIDAYS (4) 40,180 40,180
ELIMINATION OF 4TH WEEK VACATION 25,810 25,810
EMPLOYEE TURNOVER (E) 30,681 30,681
CHANGE IN HEALTH-CARE COVERAGE (F) 23,989 26,388

301,336 416,389

SUMMARY 717,725

ASSUMPTIONS

(A) - RAISE

2011-2012 = 0%

2012-2013 = 0%

(B) - PENSION SURCHARGE BEING PAID BY EMPLOYEE

2011-2012 = 10 MONTHS

2012-2013 = FULL YEAR

(C) - COST-SHARING

2011-2012 = 20% (10 MOS.)

2012-2013 = 20% (10% INCR. IN HEALTH RATES, 5% INCR. IN DENTAL RATES)

(D) - INCREASE IN MEDICAL CO-PAYS

2011-2012 = 10 MONTHS 2012-2013 = FULL YEAR

- (E) USE OF PROBATIONARY EMPLOYEE FOR ONE YEAR PERIOD (NO BENEFITS)
- (F) TWO CURRENT EMPLOYEES DROPPING/CHANGING HEALTH COVERAGE

OFFERED BY UNION, BUT VOLUNTARY/NON-CONTRACTUAL

- 1 FAMILY TO INDIVIDUAL
- 1 FAMILY TO NO COVERAGE

(COVERAGE MAY BE REINSTATED DURING LIFE OF CONTRACT)

EXTENSION AGREEMENT

The CRANSTON SCHOOL COMMITTEE (hereafter referred to as "COMMITTEE") and the Rhode Island Laborers' District Council on behalf of Local Union 1322 of the Laborers' International Union of North America, AFL-CIO (hereinafter referred as "LOCAL 1322") resolve the current collective bargaining by modifying and extending the existing COLLECTIVE BARGAINING AGREEMENT (hereafter

referred to as the "AGREEMENT") that covered the term of July 1,2008 through June 30, 2011 in the following manner:

- 1. TERM OF EXTENSION. The AGREEMENT shall be extended for an additional term of two years and shall expire on June 30, 2013.
- 2. SALARY SCHEDULE ADJUSTMENT. The Salary Schedule shall be adjusted by deleting the salary provisions in the existing AGREEMENT and replacing the same with the attached Salary Schedule (Exhibit A), the terms of which are hereby incorporated by reference. These changes shall be effective the first pay period following ratification of this AGREEMENT between the Committee and Local 1322.
- 3. STEPS. There will be no step increases and the steps will be frozen for the duration of this AGREEMENT. These changes shall be effective the first pay period following ratification of this AGREEMENT between the Committee and Local 1322.
- 4. ARTICLE XIII ENTITLED "HEALTH INSURANCE" will be amended to provide that the health plan will be changed as set forth in Exhibit B, the terms of which are hereby incorporated by reference, and all Bargaining Unit members will be responsible for a twenty (20%) percent cost share effective the first pay period following ratification of this Agreement by the Committee and Local 1322. The dental insurance plan shall remain the same. However, all Bargaining Unit

members will be responsible for twenty (20%) percent cost share based upon their plan effective the first pay period following ratification of this Agreement by the Committee and Local 1322. The twenty (20%) percent cost share for the Health Plan and Dental Plan shall be in effect for the 2011-2012 contract year. With regard to 2012-2013, the Bargaining Unit members will pay the same cost share that is in effect for the teachers, but not more than twenty (20%) percent.

Employee A and Employee B' s health coverage shall be adjusted pursuant to a Memorandum of Agreement executed by the parties. Employee A's coverage will be eliminated and Employee B' s coverage shall be reduced from family coverage to individual coverage. These coverage changes will take place effective the first pay period following ratification of this Agreement by the Committee and Local 1322.

5. HOLIDAYS/VACATION. For the term of this Agreement, the holiday schedule as set forth in Article XVII shall be adjusted to reflect that in the contract year of 2011-2012 no Bargaining Unit member will be entitled to be paid for Rosh Hashanah, Columbus Day and Presidents' Day and for contract year 2012-2013, no Bargaining Unit member will be paid for Rosh Hashanah, Yom Kippur, and Presidents' Day.

With regard to vacation, any Bargaining Unit member, except for the trades people, entitled to four (4) weeks' vacation under the prior contract will no longer be entitled to a fourth week of vacation and no other Bargaining Unit member will be entitled to a fourth week of vacation during the term of this AGREEMENT.

These changes will take effect upon ratification of this AGREEMENT by the Committee and Local 1322.

6. LEAVES OF ABSENCE. Article XII Leaves of Absence shall be amended so that members of the Bargaining Unit shall accrue only one (1) day of sick leave per month during the school year, provided the members of the Bargaining Unit work ninety (90%) percent of the month. Accrued sick days/sick banks for all Bargaining Unit members shall be frozen effective the first pay period following ratification of this Agreement by the Committee and Local 1322 as listed in Exhibit C, hereby incorporated by reference, and no unused sick days shall be allowed to accumulate or be added during the term of this AGREEMENT for purposes of the payout to Union members who have worked for the transportation department for ten (10) years or more upon retirement from the Cranston Public Schools. In the event that any Bargaining Unit employee has accrued and exhausted ten (10) days of sick leave in a contract year, and only in that event, that member will be allowed to access any sick days that he has accumulated. Notwithstanding the above, Bargaining Unit members

may accrue up to five (5) days of unused sick time, but as stated above, this will not be counted as part of the payout at the end of their term.

Further, any Bargaining Unit member who achieves perfect attendance during a contract year shall be entitled to two (2) days of pay.

These changes will take effect upon ratification of this AGREEMENT by the Committee and Local 1322.

7. SELECTION AND APPOINTMENT. Article III regarding selection and appointment shall be amended to provide that any new employees hired as bus drivers as of July 1, 2011 and for the term of this AGREEMENT shall be one (1) year probationary, non-union employees. These employees will not receive any benefits that Bargaining Unit members are entitled to and will not be required to pay Union dues.

Article V Payroll Deductions shall also be adjusted to reflect the fact that these probationary, non-union employees will not be required to pay Union dues.

These changes will take effect upon ratification of this Agreement by the Committee and Local 1322.

- 8. ARTICLE V PAYROLL DEDUCTIONS. Article V regarding payroll deductions shall be amended adding that with regard to the Laborers' National (Industrial) Pension Fund, the Cranston Public Schools will only be responsible to pay the regular monthly contributions (presently \$.54 per hour). Participating Bargaining Unit employees will be responsible to pay any "Contribution Surcharge" (presently ten (10%) percent of the regular monthly contribution) through payroll deduction. Further, the payroll deduction contained in Article V relating to the Laborers' National (Industrial) Pension Fund shall be adjusted going forward in accordance with Exhibit D attached hereto and made a part hereof. The Cranston Public Schools will submit the participating Bargaining Unit members' contribution to the Fund. The Indemnification and Hold Harmless clause in the prior contract shall be amended to add that the Union shall indemnify and hold harmless Public Schools for any claims of ERISA violations as the Cranston a result of these payroll deductions. These changes will be pay period following ratification of this effective the first **AGREEMENT** by the Committee and Local 1322.
- 9. ARTICLE XIII RHODE ISLAND DEPARTMENT OF EDUCATION STATE-WIDE TRANSPORTATION & THE CITY OF CRANSTON'S CONSOLIDATION PLAN is hereby deleted. In its place will be the following:

SUCCESSOR AND ASSIGNS

This agreement shall be binding upon the City of Cranston School Committee and the Union and its successor and assigns. No provision herein contained shall be nullified or effected in any manner as a result of any change in administration of the Cranston School Committee.

Should any article, section or clause of this agreement be declared illegal by a Court of

competent jurisdiction Rhode Island General Law(s) and or Federal Law(s) then that article, section or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

10. ARTICLE XII RHODE ISLAND LABORERS' PUBLIC SERVICE EMPLOYEES'

LEGAL SERVICES FUND is hereby deleted. Five (\$.05) cents per hour previously paid for the legal services fund is now added to the employees' salary as set forth in the Salary

Schedule, Exhibit A. These changes will be effective the first pay period following ratification of this AGREEMENT by the Committee and Local 1322.

11. EFFECT ON OTHER AGREEMENT PROVISIONS. All other terms

and conditions of

the existing AGREEMENT not specifically modified in this EXTENSION AGREEMENT

shall remain in full force and effect during the extension term running through June 30, 2013.

All agreed upon changes or modifications to the existing AGREEMENT are incorporated

into this EXTENSION AGREEMENT and there are no other understandings,

representations or promises between the parties.

12. RATIFICATION. This EXTENSION AGREEMENT has been negotiated in good faith

by the bargaining negotiation representatives of both the COMMITTEE and the LOCAL

1322 and is subject to ratification by the Cranston School Committee, the Cranston City

Council and by the members of LOCAL 1322. The parties hereto agree to convene their

respective constituencies as soon as practicable for the purpose of ratifying the

EXTENSION AGREEMENT.

IN	WITNESS	WHEREOF, the	parties	set	their	hands	and	seals	this
	day of	, 2011							

CRANSTON SCHOOL COMMITTEE The Rhode Island Laborers'

District Council on Behalf of Local
Union 1322 of the Laborers'
International Union of North America,
AFL-CIO

By:	SV:

_

Extension Agreement 8.16.11

EXHIBIT A

BUS DRIVERS

2011-2012 2012-2013

STEP 1 \$14.31 \$14.31

STEP 2 \$14.59 \$14.59

STEP 3 \$14.89 \$14.89

STEP 4 \$15.18 \$15.18

STEP 5 \$15.48 \$15.48

STEP 6 \$15.80 \$15.80

STEP 7 \$16.00 \$16.00

STEP 8 \$16.32 \$16.32

STEP 9 \$16.65 \$16.65

STEP 10 \$16.98 \$16.98

MECHANICS

2011-2012 2012-2013

STEP 1 \$17.79 \$17.79

STEP 2 \$18.29 \$18.29

STEP 3 \$18.73 \$18.73

STEP 4 \$19.20 \$19.20

STEP 5 \$19.64 \$19.64

STEP 6 \$20.14 \$20.14

STEP 7 \$20.38 \$20.38

STEP 8 \$20.78 \$20.78

STEP 9 \$21.20 \$21.20

STEP 10 \$21.62 \$21.62

ELECTRICIAN / HV AC / PLUMBER

2011-2012 2012-2013

STEP 1 \$19.63 \$19.63

STEP 2 \$20.68 \$20.68

STEP 3 \$21.75 \$21.75

STEP 4 \$22.80 \$22.80

STEP 5 \$23.86 \$23.86

STEP 6 \$24.92 \$24.92

STEP 7 \$25.98 \$25.98

STEP 8 \$26.51 \$26.51

STEP 9 \$27.02 \$27.02

STEP 10 \$27.56 \$27.56

2011-2012

2012-2013

STEP 1 STEP 2 STEP 3 STEP 4 STEP 5 STEP 6 STEP 7 STEP 8 STEP 9 STEP 10

\$18.51 \$19.46 \$20.45 \$21.85 \$22.41 \$23.41 \$24.39 \$24.87 \$25.35 \$25.87

\$18.51 \$19.46 \$20.45 \$21.85 \$22.41 \$23.41 \$24.39 \$24.87 \$25.35 \$25.87

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EXHIBIT B

EXHIBIT B

BENEFIT/COVERAGE SUMMARY

OFSTANDARDPPOPLAN

(More specific benefits/coverage is set forth under the Subscriber Agreement in effect during the life of the Contract)

COVERAGE GUIDELINES:

50% coverage of OP BRCD for RI or other plans non-network PPO providers; 80% coverage all other RI or other plans non-network PPO providers up to an OOP maximum \$3000 1/3 per family per calendar year aggregate hospital & surgical-med LOB excluding pedi/IVF/BH/CD; coverage infertility treatment

ROSPIT AL COVERAGE:

- * Unlimited days of care (includes medical/surgical and inpatient mental health care)
- * Semi-private room
- * Emergency room care (no authorization required)
- * \$100 emergency room care co-payment (waived if admitted)

SURGICAL/MEDICAL COVERAGE:

- * \$25 chiropractic visit co-payment (12 visits)
- * Durable medical equipment (80% coverage; no dollar maximum)
- * Diagnostic tests, lab & x-ray coverage including mammograms & pap tests

- * Office visit coverage
- * Inpatient! outpatient surgery, anesthesia coverage
- *. Maternity care
- * \$25 office visit co-payment per individual session for outpatient behavioral health/chemical dependency.
- * \$25 office visit co-payment per group session for outpatient behavioral health/chemical dependency
- * \$15 primary care office visit co-payment
- * \$25 office visit co-payment for allergy & dermatology
- * \$50 office visit for urgent care
- * Injectable prescription drugs covered
- * 80% coverage to major medical-like benefits when packaged with preferred Rx opt 2 home infusion, home care, prosthetic, DME, PDN, cardiac rehabilitation, ambulance, prof. ther., inj., oxy, supplies, submitted injectables

PREVENTATIVE CARE:

- * Mammograms
- * Pap tests
- * Well baby care \$15 co-payment per visit, then \$100 coverage up to allowance

PRESCRIPTIONS:

* \$5 (generic drugs), \$15 (preferred brand names), and \$30 (non-preferred brand name list that may have generic or brand name

alternatives): 34-day supply

MISCELLANEOUS BENEFITS:

- * Student coverage to age 24
- * No lifetime maximum
- * 80% coverage for outpatient labs and x-rays from a hospital non-network provider
- * Mandatory organ transplant coverage: 100% coverage for eligible costs associated with kidney, cornea, allogenic bone marrow, heart, lung, and liver, pancreas, and small intestine transplants.
- * Radiation therapy services paid in full (non-network 80% after deductible)
- * \$200 deductible per person (3 per family maximum) per calendar year for services rendered by RI non-network providers or other plans non-network PPO providers
- * Managed benefits program: authorization is obtained from providers who participate directly with the healthcare carrier; members responsible for obtaining preauthorization when using the health care carrier's PPO providers who do not participate directly with the healthcare carrier or from non-network providers
- * Routine eye exams: \$25 co-payment one routine exam per year at network providers (medically necessary exams as needed); reimbursed at the health care carrier's allowance minus a \$25 co¬ payment at non-participating optometrists/ophthalmologists; 80% after deductible for non-participating routine exams only

- * Outpatient chemical dependency: limited to 30 hours per member, per calendar year for facility based or office based counseling
- * Physical, speech & occupational therapy outpatient: 100% coverage after a hospital stay in the outpatient department; 80% coverage in a provider's office
- * Private duty nursing & ambulance: 80% coverage
- * Municipal ground ambulance: reimbursement based on healthcare carrier's allowance and subject to any applicable co-payment, co-insurance and/or deductibles; members responsible for balances over the healthcare carrier's allowance when using non-participating municipal ambulance companies
- * Air and water ambulance: reimbursement based on the healthcare carrier's allowance and subject to any applicable co¬payment, co-insurance, and/or deductibles; maximum benefit of \$3,000 per occurrence applies; members responsible for any changes exceeding \$3,000 maximuJI1
- * Home & hospice care: 100% coverage in lieu of hospitalization; included doctor, nurse, home health aide visits and home infusion therapy; non-network 80% after deductible
- * Dependent coverage: spouse and unmarried children though the year in which they turn age ------
- * Inpatient chemical dependency: Detox up to five (5) admissions or 30 days in any calendar year, whichever comes first; rehab hospital or community residential care services for chemical dependency treatment covered up to 30 days in any calendar year; outpatient up

to 30 visits per member, per calendar year; mental health - medication visits are unlimited

AFFIDA VIT OF DOMESTIC PARTNERSHIP

The purpose of this Affidavit is to qualify a domestic partner for receipt of any medical coverage and benefits to which a teacher's spouse and/or family members are entitled.

- 1. We hereby certify that as domestic partners, we have an exclusive mutual commitment similar to marriage and that we meet the following criteria.
- a. We have been each other's domestic partner and have shared a common residence and we have every intention of remaining indefinitely in the relationship.
- b. Neither of us is married to anyone else.
- c. We are jointly responsible for each other's common welfare and basic livinKexpenses. .
- d. We are both at feast 18 years old and are mentally competent to consent to contract.
- e. We are by law adults and not related by blood closer than would bar marriage in our state of legal residence.
- f. Our domestic relationship is not illegal.
- 2. We agree to notify the Cranston School Department if the status of

this relationship changes, including termination of the relationship or failure to meet any of the above criteria, by filing a Change of Status form no later than thirty days from the date of such change. It is understood that if this domestic partnership is terminated, a subsequent Declaration of Domestic Partnership cannot be filed until the later of 12

months after filing a Change of Status form or 12 months after coverage has been canceled.

3. I understand that under current tax regulations, the Cranston Public Schools is required by the Internal Revenue Service to report as taxable (imputed) income, the premium value of the company's contribution to the benefit plan related to covering any partner or any partner's dependent children.

If your domestic partner and his/her dependent children are considered my "dependents" as defined under Section 152(a) (9) of the Internal Revenue Code. I will need to complete the Tax Certification of Dependency form.

4. We understand that the coverag~ elected will remain in effect until any of the following occurs:

The next plan year in which coverage is changed; termination from benefit plan due to ineligibility takes place; the domestic partnership is terminated; the death of the enrolled domestic partner; or a change in the

eligibility status of my partner's children (if applicable) takes place.

- 1. We understand that the infonnation contained in this Affidavit is confidential and is being provided for the sole purpose of detennining eligibility of benefits.
- 2. We affinn that the statements attested to in 'this Affidavit are true and correct to the best of our knowledge. We understand that we are responsible for reimbursing the Cranston School Committee for any expenses

incurred, as a result of any k..1]owingly false or misleading statement

Affidavit. It is further understood that a deliberate

false statement could result in disciplinary or legal action, including termination of employment at Cranston Public Schools.

Employee Signature

contained in this

Domestic Partner Signature

Date:

Date:

-¬

Emp. S.S. Number

--

Dom. Partner S.S. Number3

EXHIBIT C

Unused Benefits As Of Date: 06/30/2011

3979 Abujade (Fiske), Mary E Driver 09/07/2005 Not

Applicable True 4.00 -10.00 0.00 0.00

1458 Albertson, Kathleen Driver 01/11/1993 Not

Applicable True 148.00 5.00 0.00 0.00

387 Amadio, Audrey L Driver 01/12/1998 Not

Applicable True 39.50 0.00 0.00 0.00

3106 Andreoli, Barbara I Driver 03/18/2003 Not

Applicable True 64.50 0.00 0.00 0.00				
1469 Angell,		Su	san Driver 09/18/1990 Not	
Applicable True 106.50 5.00 0.00 0.00				
1357 Antor	ni, S	andra		L Driver 11/15/1976 Not
Applicable True 180.00 5.00 0.00 0.00				
1666 Arruda,		Li	nda Driver 04/26/1982 Not	
Applicable True 180.00 5.00 0.00 0.00				
1351 Aubir	ı, D	onna		M Driver 10/20/1987 Not
Applicable True 134.00 5.00 0.00 0.00				
3429 Barbe	ero,	Kevin		J Driver 11/18/2003 Not
Applicable True 74.5	50 5.00 0.00	0.00		
2886 B	ernardo,		Val	erie Driver 09/04/2002 Not
Applicable True 70.5	50 -5.00 0.00	0.00		
1730 Bro	ughton,		Chris	tina Driver 09/20/1988 Not
Applicable True 157.50 5.00 0.00 0.00				
3360 Caetano,		L	isa Driver OS/24/2011 Not	
Applicable True 4.00	0.00 0.00 0	.00		
2217 Camp	, Rie	chard		T Driver OS/22/2007 Not
Applicable True 17.5	00.00 0.00	0.00		
4917 C	aruso,		Ama	nda Driver 11/23/2010 Not
Applicable True 16.0	00.00 0.00	0.00		
1550	Cook,		Mar	ilyn Driver 01/12/1998 Not
Applicable True 44.00 0.00 0.00 0.00				
149	Croft,		D	awn Driver 08/28/1996 Not
Applicable True 60.0	00 5.00 0.00	0.00		
1078 Cronan	(Fortes,	Chris	stine	L Driver 03/10/1980 Not

Applicable True 11.50 5.00	0 0.00		
3444 Dale	Lori Driver 10/01/2003 Not		
Applicable True 1.00 5.00	0.00		
1904 Dellapos	Regina Driver 09/14/1998 Not		
Applicable True 92.50 -5.0	00 0.00		
4289 Diver	Louis Driver 09/07/2005 Not		
Applicable True 103.00 0.0	.00 0.00		
4519 Divona,	Stephen R Driver OS/22/2007 Not		
Applicable True 52.00 0.00	00.00		
822 Donahay	Jennifer Driver 03/22/1999 Not		
Applicable True 180.00 -5.	0.00 0.00		
804 Dulac	Laurie Driver 10/16/1995 Not		
Applicable True 141.50 5.0	.00 0.00		
247 Ekelund,	Charlayne Driver 01/12/1998 Not		
Applicable True 180.00 0.0	.00 0.00		
304 Emma	Janice Driver 10/19/1992 Not		
Applicable True 0.00 5.00	0 0.00		
2868 Fernar	Ray Driver 03/19/2002 Not		
Applicable True 169.50 0.0	.00 0.00		
323 Ferry, Edwa	H Bus Mechanic 08/24/1981 Not		
Applicable True 106.00 3.5	.00 0.00		
1476 Fitzgerald, R	rt J Bus Mechanic 11/21/1989 Not		
Applicable True 98.50 -1.0	00 0.00		
685 Fontair	Carol Driver 10/24/1979 Not		
Applicable True 68.00 5.00 0.00 0.00			

Applicable True 158.50 5.00 0.00 0.00				
3660 Fredrick,	Gail	A Driver 11/20/2006 Not		
Applicable True 31.50 0.00 0.00 0.00				
2601 Furtado,		Manuel Driver 10/16/2001 Not		
Applicable True 55.50 0.00 0	0.00 0.00			
2270 Giblin,		Eldora Driver 01/08/2001 Not		
Applicable True 10.00 0.00 0.00 0.00				
2181 Goff,		Robert Driver 01/08/2001 Not		
Applicable True 0.00 0.00 0.00				
1878 Gorman	,	Tami Driver 10/19/1992 Not		
Applicable True 173.00 5.00	0.00. 0.00			
741 Griffin,	Darlene	A Driver 09/15/1997 Not		
Applicable True 167.00 -5.00	-0.50 0.00			
3581 Griswold	(Schule	enberger), Driver 03/16/2004 Not		
Applicable True 67.50 5.00 0	0.00 0.00			
4322 Hackett,	Nancy	G Driver 09/26/2005 Not		
Applicable True 13.50 0.00 0	0.00 0.00			
303 Hawksley,	Diane	A Driver 10/18/1993 Not		
Applicable True 165.00 5.00	0.00 0.00			
2555 lacobuce	ci,	Lisa Driver 09/17/2001 Not		
Applicable True 10.00 -5.00	0.00 0.00			
400 lanniello,		Charlene Driver 09/13/1999 Not		
Applicable True 180.00 -5.00	0.00 0.00			
2139 Izzo,		Michael Driver 05/17/1999 Not		
Applicable True 94.00 0.00 0	0.00 0.00			
5403 Jeff,	Gerald	J Driver 10/16/2006 Not		

Applicable True 73.00 0.00 0.00 0.00

177 Kingsley,

Dale Driver 09/15/1994 Not

Applicable True 6.50 5.00 0.00 0.00

306 Lake.

Joanne

M Driver 09/20/1988 Not

Applicable True 10.00 5.00 0.00 0.00

1816 Landry,

Lori

A Driver 09/20/1988 Not

Applicable True 1.50 5.00 0.00 0.00

83 Lataille

(Oden),

Theresa Driver 09/14/1998 Not

Applicable True 82.00 -5.00 0.00 0.00

385 Lembo

(Carlucci),

Peggy

L Driver 12/15/1986 Not

Applicable True 70.50 5.00 0.00 0.00

3890 Manzi,

Carole Driver 09/07/2005 Not

Applicable True 0.00 -10.00 0.00 0.00

1495 Mattera,

Patricia

A Driver 10/16/1995 Not

Applicable True 100.00 5.00 0.00 0.00

3298 Matteson,

Cherri

A Driver OS/20/2003 Not

Applicable True 22.50 0.00 0.00 0.00

4311 McDonald,

Jayne

M Driver 09/15/2005 Not

Applicable True 91.50 0.00 0.00 0.00

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Page 1 of 2

3041 McGinity, Toni M Driver 09/16/2003 Not

Applicable True 2.00 0.00 0.00 0.00

396 Menard,

Kelly Driver 09/13/1999 Not

Applicable True 20.50 -5.00 0.00 0.00				
1966 Messere,		Robyn Driver 09/06/2000 Not		
Applicable True 107.00 0.00				
1118 Mesyna,	Rachel	M Driver 02/12/1991 Not		
Applicable True 180.00 5.00				
2639 Millar,	Elizabeth	A Driver 03/06/2006 Not		
Applicable True 81.00 0.00	0.00 0.00			
2395 Moore	(Ead),	Shelly Driver 09/17/2001 Not		
Applicable True 16.00 0.00 0.00 0.00				
3954 Notardonato,	Jane	E Driver 09/07/2005 Not		
Applicable True 111.00 -10.	.00 0.00 0.00			
3677 Omara,	Raymond	D Driver 01/11/2005 Not		
Applicable True 42.50 5.00 0.00 0.00				
1741 Page,	Lynne	P Driver 09/15/1994 Not		
Applicable True 123.50 5.00	0.00 0.00			
3802 Paraisio,	James	J Driver 01/11/2005 Not		
Applicable True 124.00 0.00 0.00 0.00				
1818 Pascale,	Ki	imberlee Driver 10/18/1999 Not		
Applicable True 27.00 0.00	0.00 0.00			
3781 Pelland,	Paula	D Driver 09/07/2005 Not		
Applicable True 65.50 -10.00 0.00 0.00				
1509 Pelland,	Tammy	A Driver 10/20/1987 Not		
Applicable True 35.00 5.00 0.00 0.00				
378 Pellegrino,		Carolyn Driver 09/14/1998 Not		
Applicable True 107.00 -5.00 0.00 0.00				
273 Pennacchia,	Marilyn	L Driver 11/18/1991 Not		

Applicable True 85.00 5.00 0.0		
1098 Pezza,	Donna	L Driver 09/23/1986 Not
Applicable True 104.50 5.00 0.00 0.00		
1482 Resendes,		Carrie Driver 09/13/1999 Not
Applicable True 0.00 -5.00 0.0	0 0.00	
4412 Ricaldy,	Aldo	R Driver 02/15/2006 Not
Applicable True 34.50 0.00 0.0	00.00	
902 Roche,		Patricia Driver 05/16/1994 Not
Applicable True 153.00 5.00 0	.00 0.00	
4700 Ruggiero,		Ermano Driver 11/20/2007 Not
Applicable True 50.00 -10.00 0	0.00 0.00	
4269 5aban,	5alvador	R Driver 11/15/2005 Not
Applicable True 101.00 -5.00 0	0.00 0.00	
677 Saillant,		Cynthia Driver 09/13/1999 Not
Applicable True 8.50 -10.00 0.00 0.00		
4427 Scapinakis,		Karin Driver 10/16/2006 Not
Applicable True 20.50 0.00 0.00 0.00		
4434 Sheridan,	Kristin	M Driver 10/16/2006 Not
Applicable True 7.50 0.00 0.00	0.00	
886 Smith,	Jean	C Driver 12/17/1973 Not
Applicable True 12.50 5.00 0.0	00.00	
1407 Sock (Wentzel),	Debo	rah L Driver 09/18/1989 Not
Applicable True 14.50 5.00 0.0	00.00	
349 Torregrossa, Ar		nnemarie Driver 10/15/1979 Not
Applicable True 108.00 5.00 0.00 0.00		
1806 Tourony, A		ntoinette Driver 09/13/1999 Not

Applicable True 113.50 -5.00 0.00 0.00

3569 Vallesi, Jeannine M Driver 12/16/2003 Not

Applicable True 106.00 5.00 0.00 0.00

5260 Walker, Joseph E Bus Mechanic 09/21/2009 Not

Applicable True 23.00 -4.00 0.00 0.00

732 Werchadlo, Maureen Driver 09/23/1986 Not

Applicable True 116.00 5.00 0.00 0.00

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Page 2 of 2

Unused Benefits As Of Date: 07/01/2011

4019 Buteau, Roger Tradesmen 11/22/2004

Plant True 44.00 0.00 0.00 0.00

340 DaH, Dennis Tradesmen 03/20/1979

Plant True 158.50 1.50 0.00 0.00

4892 Femino, Joseph A Tradesmen 12/10/2007

Plant True 81.50 -1.00 0.00 0.00

285 Hogan, Stephen Tradesmen 10/18/1988

Plant True 107.50 1.00 0.00 0.00

501 Lastarza, Louis Tradesmen 03/08/1993

Plant True 67.00 19.00 0.00 0.00

1837 Musco, Paul M Tradesmen 05/13/1996

Plant True 180.00 8.00 0.00 0.00

2723 Schiappa, Franco Tradesmen 02/26/2001

Plant True 39.00 1.00 0.00 0.00

3123 Tougas, Ronald R Tradesmen 03/11/2002

Plant True 180.00 0.00 0.00 0.00

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Page 1 of 1

EXHIBIT D

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CRANSTON SCHOOL COMMITTEE And THE RHODE ISLAND LABORERS' DISTRICT COUNCIL on Behalf of LOCAL UNION 1322

Whereas the undersigned Union and Employer are parties to a

collective bargaining agreement that provides for contributions to the Laborers' National (Industrial) Pension Fund and;

Whereas, the Pension Fund's Board of Trustees has adopted a Funding Rehabilitation Plan ("Plan"), dated July 26,2010, to improve the Fund's funding status over a period of years as required by the Pension Protection Act of 2006 ("PP A"); and

Whereas, a copy of the Plan has been provided to the Union and the Employer; and

Whereas, the Plan in accordance with the PP A, requires that the signatories to every collective bargaining agreement providing for contributions to the Pension Fund adopt one of the schedules included in the Plan; and

Whereas, the Union and the Employer have agreed to adopt the Plan's Preferred Schedules and wish to document that agreement;

It is hereby agreed by the undersigned Union and Employer as follows:

1.

The Addendum shall be considered as part of the collective bargaining agreement. The provisions of this Addendum supercede any inconsistent provision of the collective bargaining agreement.

2.

The current contribution rate to the Pension Fund of Fifty-Four (.54~) cents per hour shall be increased by 10% to the rate of Sixty (.60~) Cents per hour with said increase(s) to be an assignment of employee's wages effective the first pay period following ratification of the Collective Bargaining Agreement between the parties by the Committee, Local 1322 and the Cranston City Council. On each anniversary of that effective date for the term of the collective bargaining agreement, and any renewals or extensions thereof, the contribution rate then in effect shall be increased by another 10% compounded annually (rounded to the nearest penny) with said increase(s) to be an assignment of employee's wages.

With regard to benefits under the Pension fund, the Plan's Preferred Schedule

-1-

provides that the Pension's Fund current plan of benefits for the group will remain unchanged with the following exceptions:

- (a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates required by this Schedule.
- (b) Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PP A to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump sum option, Social Security Level Income option, and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cash¬out of a participant

or beneficiary whose entire benefit entitlement has an actuarial value of \$5,000 or less and for the Fund's \$5,000 death benefit.

(c) The Board of Trustees continues to have discretionary authority to amend the Rules & Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.

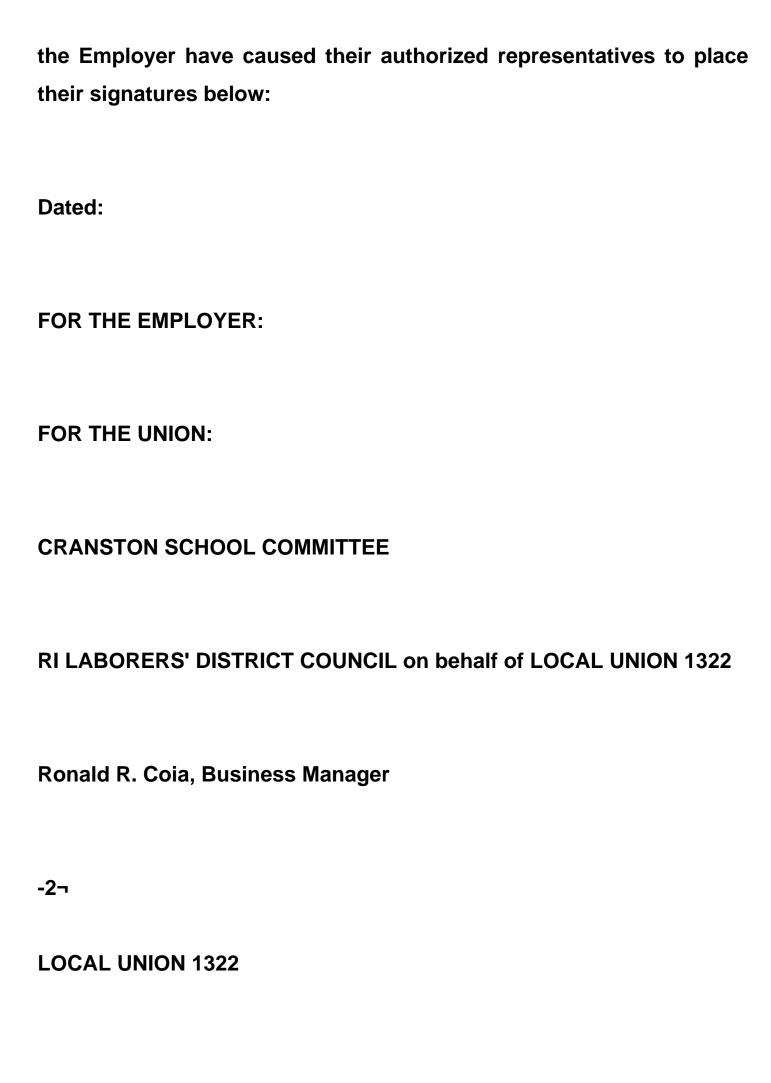
4.

The Plan as a whole is deemed to be a part of the Preferred Schedule.

5.

This Addendum shall be effective the first pay period following ratification of the Collective Bargaining Agreement between the parties by the Committee, Local 1322 and the Cranston City Council which date is the same date on which the contribution rate increase under paragraph 2 is first effective.

To acknowledge their agreement to this Addendum, the Union and



Arthur J. Jordan, Business Manager
Witness
Witness
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